### FOR RENT LISTINGS

If you would like to list your available rental unit on our For Rent listings page that is available to persons looking for housing, please call our office. Also, once the unit is rented, please call us so we can remove it from the listing.

Our staff members should only be contacted at the office at 859-261-5200; please do not try to reach them at their homes or on their personal time.

### **UPCOMING HOLIDAYS**

We are closed on the following days:

May 31st-Memorial Day

July 5-Independence Day Observed

Did you know that if your tenant does not use the assisted unit as the only residence for the family, the ineligibility time frame is five years.

## Happy Springtime!



### Landlord Newsletter

Spring 2010 Edition



# CAMPBELL COUNTY DEPARTMENT OF HOUSING

OFFICE LOCATION:

1098 MONMOUTH STREET 2ND FLOOR NEWPORT, KY 41071 859-261-5200 FAX: 859-261-0577

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Mission Statement: To work with the community to provide decent, safe, and affordable housing for eligible families and to provide and promote self-sufficiency and economic independence for residents.

### Guest? Or Unscreened Tenant?

Allowing Unlimited Guests can be a big liability.

As a Landlord now would be a good time to look closely at who is coming, going, and staying at your rental properties. In our tough economy, tenants are more likely to throw open their doors to their friends and family who are between apartments, evicted, or foreclosed upon. The problem is that these tenants are also opening you, the landlord, to liability.

Landlords and property managers should never allow unlimited guest stays for any tenant.

Even if a particular tenant has never caused trouble, pays rent on time, is quiet and clean, their friends and family members may not be. Trusting your tenant and trusting their friends are two different scenarios. You as property owner have an obligation not only to yourself, but to your other tenants and the surrounding residents as well. Even if you have not approved a tenant 's guest for living in the rental unit, you could still be held responsible for any criminal or dangerous behavior.

You should include a visitor and guest policy in all of your lease agreements that states how long tenants may have guests stay over—usually seven or fourteen days. Some rental agreements state that no guests are allowed for more than fifteen days out of any thirty-day period, to keep friends from moving in and out. You also need to be sure to enforce the guest policy too. Don't make exceptions for certain tenants—doing this could open you up to charges of discrimination or unfair treatment. It's much easier to explain that you have to apply the same rules to every tenant. If you currently do not have a guest clause in your rental agreement it is advisable not to sign another one until you add it. You want to avoid the problem of tenants piling their friends into your rental property without your permission. Unknown guests can become unofficial tenants—a potentially dangerous, but completely preventable situation.

A reminder that if a Section 8 tenant on our program allows an unauthorized person to stay in excess of 4 days per month, be they consecutive or non consecutive days, their assistance can be terminated with an ineligibility time frame of 5 years. It is your responsibility to let us know right away if your tenant has an unauthorized person staying in your unit.

### When a Tenant 's Rent Check Bounces

Some Landlords avoid bounced checks by requiring cash or money orders from tenants, but, most still accept checks. What are your options when a tenant's check is returned by your bank?

- 1. The first thing most landlords do is demand full payment from the tenant, including the amount of the check plus a handling fee. Make sure this fee covers any bank charges for returned checks and your bookkeeping time.
- Check your state/local laws to determine if there is a limit to the amount you can collect as a returned check fee. Some states allow for penalties and interest: others limit landlords to a flat fee.
- Give your tenant time to pay in full. Many Landlords then begin eviction proceedings if they have not collected the full amount due by end of time limit.
- 4. It is reasonable to require payment in form of a money order or certified check and to require subsequent rent to be paid in same way. If you charge a late fee, remember your tenant will be responsible for that if they pay in full after the agreed-upon date, so add it to the total rent.
- 5. When drawing up lease/rental agreements be sure to include a provision that covers your policy on returned checks. Include the compensation language, time limits, and late fees and your requirements for money orders and or certified checks.

Source: tenantsscreeningblog.com

### Advantages to requiring tenant insurance

Not every landlord or property manager requires tenants to hold renter's insurance policies. According to some reports, the majority of renters do not have renter's insurance. The cost for most renter's polices is only about \$15-\$20 per month. There are some advantages to requiring the tenant to have renter 's insurance such as: an insurance requirement can automatically screen out the potential tenants who have financial difficulties. Tenants with renter 's insurance enjoy a level of protection and peace of mind which is well worth the investment, i.e. in the event of a fire, replacement property can be easily obtained, and some policies even offer temporary housing coverage so the tenant can stay in a hotel worry free. Also if the fire was caused by tenant negligence, without renter 's insurance the tenant would be responsible for reimbursing the landlord 's insurance company for any damages caused by the fire which could be tens of thousands of dollars. With renter 's insurance both the tenant and landlord are covered. Landlords who require tenants to carry insurance will have fewer hassles in the event of a disaster. Tenant insurance also adds a layer of protection when a visitor is injured in a tenant 's unit for example. That visitor will likely seek damages from the tenant 's policy rather than the landlord's. If an uninsured tenants negligence results in major damage (like a flood or fire) to a multi-unit building, the landlord would be liable for all damages to the structure as well as other tenant 's injuries or losses. If you require renters insurance, just be sure to require the same of all tenants.

Source: tenantscreeningblog.com

